

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM386222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Illume Holding Company, LLC		04/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	86677391	ANATOMY OF A FRAGRANCE	
Serial Number:	86318692	BELLA BY ILLUME	
Serial Number:	86318695	BELLA BY ILLUME	
Serial Number:	86310473	CLEAN SIMPLE BATH BODY	
Serial Number:	85643750	ETERNAL NOMAD	
Serial Number:	86374779	GILDED AMBERLEAF	
Serial Number:	86374782	GILDED AMBERLEAF	
Serial Number:	85911191	GO BE LOVELY	
Serial Number:	86287880	GO BE LOVELY	
Serial Number:	86125522	GOOD NATURED SOY	
Serial Number:	78248092	ILLUME	
Serial Number:	75007053	ILLUME	
Serial Number:	77092416	ILLUME	
Serial Number:	77092423	ILLUME	
Serial Number:	77092429	ILLUME	
Serial Number:	77092436	ILLUME	
Serial Number:	77092444	ILLUME	
Serial Number:	77882483	MODERN NATURALS	
Serial Number:	77882504	MODERN NATURALS	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	77981295	MODERN NATURALS
Serial Number:	77882550	MODERN NATURALS
Serial Number:	86244952	MOMENTARY ESCAPE
Serial Number:	86401861	NOBLE CURRANT
Serial Number:	86401865	NOBLE CURRANT
Serial Number:	86343304	PURE CLEAN SOY
Serial Number:	86797917	PURE SCENTS
Serial Number:	86797918	PURE SCENTS
Serial Number:	86244963	SIGNATURE SOY
Serial Number:	86351038	SIGNATURE SOY · BURN TIME UP TO · 20 HOU
Serial Number:	86125496	SPRING'S EDEN
Serial Number:	86125503	SPRING'S EDEN
Serial Number:	86330884	SPRINKLE & BLOOM
Serial Number:	86251130	SPRUCE
Serial Number:	78323066	STARLUME
Serial Number:	86687145	TRIED & TRUE
Serial Number:	86199671	VELAS DE CASA
Serial Number:	86199674	VELAS DE CASA
Serial Number:	86618642	WIND + WHISPER
Serial Number:	85412945	WOODFIRE

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	06/01/2016

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of April, 2016, by Illume Holding Company, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of October 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 30, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


4. Termination. Upon the termination of the Collateral Agreement, the Grantee shall, at the request and sole expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording the release and/or termination of the grant and any security interest in the Trademark Collateral with the United States Patent and Trademark Office.

5. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark until such time as Grantor begins to use such Trademark and until a “statement of use” or “amendment to allege use” has been filed and accepted in the United States Patent and Trademark Office with respect to such Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ILLUME HOLDING COMPANY, LLC, a
Delaware limited liability company


By: 
Name: Robert McIntire
Title: Secretary and Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 005803 FRAME: 0607

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent


By: 
Name: Marcus Meyer
Title: Managing Director

Trademark Security Agreement (Regent – Starlume)

TRADEMARK
REEL: 005803 FRAME: 0608

SCHEDULE 1

Trademark Registrations and Applications





Mark	Jurisdiction	Credit Party	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ANATOMY OF A FRAGRANCE	U.S.A.	Illume Holding Company, LLC	86/677,391	6/29/2015		
BELLA BY ILLUME	U.S.A.	Illume Holding Company, LLC	86/318,692	6/24/2014	4778733	7/21/2015
BELLA BY ILLUME	U.S.A.	Illume Holding Company, LLC	86/318,695	6/24/2014	4645318	11/25/2014
BELLA BY ILLUME	Canada	Illume Holding Company, LLC	1707471	12/17/2014		
 U.S.A.	U.S.A.	Illume Holding Company, LLC	86/310,473	6/16/2014	4875235	12/22/2015
ETERNAL NOMAD	U.S.A.	Illume Holding Company, LLC	85/643,750	6/5/2012	4404330	9/17/2013
GILDED AMBERLEAF	U.S.A.	Illume Holding Company, LLC	86/374,779	8/22/2014	4688813	2/17/2015
GILDED AMBERLEAF	U.S.A.	Illume Holding Company, LLC	86/374,782	8/22/2014	4688814	2/17/2015
GILDED AMBERLEAF	Australia (Madrid)	Illume Holding Company, LLC	A0048440	2/18/2015	1256368	2/18/2015 (grant of protection issued 10/28/2015)
GILDED AMBERLEAF	Canada	Illume Holding Company, LLC	1715997	2/19/2015		
GILDED AMBERLEAF	China (Madrid)	Illume Holding Company, LLC	A0048440	2/18/2015		
GILDED AMBERLEAF	European Community (Madrid)	Illume Holding Company, LLC	A0048440	2/18/2015		
GILDED AMBERLEAF	Hong Kong	Illume Holding Company, LLC	303310569	2/23/2015	303310569	2/23/2015
GILDED AMBERLEAF	Japan (Madrid)	Illume Holding Company, LLC	A0048440	2/18/2015	1256368	2/18/2015 (grant of protection issued 12/24/2015)
GILDED AMBERLEAF	Madrid Protocol Countries: Australia, China, European Community, Japan, S. Korea, Russia, Singapore	Illume Holding Company, LLC	A0048440	2/18/2015 (priority date 8/22/14)	1256368	2/18/2015
GILDED AMBERLEAF	S. Korea (Madrid)	Illume Holding Company, LLC	A0048440	2/18/2015		

Mark	Jurisdiction	Credit Party	Appl. No.	Appl. Date	Reg. No.	Reg. Date
GILDED AMBERLEAF	Russia (Madrid)	Illume Holding Company, LLC	A0048440	2/18/2015		
GILDED AMBERLEAF	Singapore (Madrid)	Illume Holding Company, LLC	A0048440	2/18/2015	1256368	2/18/2015 (awaiting grant of protection issuance)
GILDED AMBERLEAF	Taiwan	Illume Holding Company, LLC	104010228	2/24/2015	1737196	11/01/2015
GILDED AMBERLEAF	UAE	Illume Holding Company, LLC	231042	4/16/2015		
GILDED AMBERLEAF	UAE	Illume Holding Company, LLC	231043	4/16/2015		
GO BE LOVELY	U.S.A.	Illume Holding Company, LLC	85/911,191	4/22/2013	4764987	6/30/2015
GO BE LOVELY	U.S.A.	Illume Holding Company, LLC	86/287,880	5/21/2014	4637338	11/11/2014
GO BE LOVELY	Australia (Madrid)	Illume Holding Company, LLC	A0038769	10/17/2013	1182446	10/17/2013 (grant of protection issued 2/17/2014)
GO BE LOVELY	Canada	Illume Holding Company, LLC	1648307	10/18/2013		
GO BE LOVELY	Canada	Illume Holding Company, LLC	1703221	11/18/2014		
GO BE LOVELY	China (Madrid)	Illume Holding Company, LLC	A0038769	7/21/2014 (subsequent designation)	1182446	10/17/2013 (grant of protection issued 5/29/2015)
GO BE LOVELY	China	Illume Holding Company, LLC	15747686	11/20/2014		
GO BE LOVELY	European Community (Madrid)	Illume Holding Company, LLC	A0038769	10/17/2013	1182446	
GO BE LOVELY	Japan (Madrid)	Illume Holding Company, LLC	A0038769	10/17/2013	1182446	10/17/2013 (grant of protection issued 6/26/2014)
GO BE LOVELY	Japan	Illume Holding Company, LLC	2014-97727	11/19/2014	5753544	3/27/2015
GO BE LOVELY	Russia (Madrid)	Illume Holding Company, LLC	A0038769	10/17/2013	1182446	10/17/2013 (grant of protection issued 10/20/2014)
GO BE LOVELY	Taiwan	Illume Holding Company, LLC	102058314	10/21/2013	1642181	5/16/2014
GO BE LOVELY	Taiwan	Illume Holding Company, LLC	103065939	11/17/2014	1701330	4/16/2015
go be lovely	European Community	Illume Holding Company, LLC	12811949	4/23/2014	12811949	9/18/2014
GOOD NATURED SOY	U.S.A.	Illume Holding Company, LLC	86/125,522	11/21/2013	4728582	4/28/2015

Mark	Jurisdiction	Credit Party	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ILLUME	U.S.A.	Illume Holding Company, LLC	78/248,092	5/9/2003	2,906,293	11/30/2004
ILLUME	U.S.A.	Illume Holding Company, LLC	75/007,053	10/16/1995	2,291,811	11/16/1999
ILLUME	U.S.A.	Illume Holding Company, LLC	77/092,416	01/26/2007	3,883,201	11/30/2010
ILLUME	U.S.A.	Illume Holding Company, LLC	77/092,423	01/26/2007	3,818,760	7/13/2010
ILLUME	U.S.A.	Illume Holding Company, LLC	77/092,429	01/26/2007	3,883,202	11/30/2010
ILLUME	U.S.A.	Illume Holding Company, LLC	77/092,436	01/26/2007	3,886,562	12/7/2010
ILLUME	U.S.A.	Illume Holding Company, LLC	77/092,444	01/26/2007	3,886,563	12/7/2010
ILLUME	Australia (Madrid)	Illume Holding Company, LLC	943725	7/9/2007	1214927	7/9/2007
ILLUME	Australia	Illume Holding Company, LLC	973205	10/8/2003	973205	10/8/2003
ILLUME	Canada	Illume Holding Company, LLC	1085169	12/5/2000	TMA579808	4/24/2003
ILLUME	Canada	Illume Holding Company, LLC	1661084	1/24/2014		
ILLUME	China (Madrid)	Illume Holding Company, LLC	943725	08/28/2008	943725	8/28/2008
ILLUME	China	Illume Holding Company, LLC	7993592	1/14/2010	7993592	11/7/2012
ILLUME	China	Illume Holding Company, LLC	14060167	2/24/2014	14060167	4/14/2015
ILLUME	China	Illume Holding Company, LLC	14060166	2/24/2014	14060166	4/14/2015
ILLUME	European Community (Madrid)	Illume Holding Company, LLC	943725	7/9/2007	943725	11/23/2011
ILLUME	Hong Kong	Illume Holding Company, LLC	301198800	9/10/2008	301198800	2/28/2011
ILLUME	Japan (Madrid)	Illume Holding Company, LLC	943725	7/9/2007	943725	7/9/2007
ILLUME	Korea	Illume Holding Company, LLC	40-2013-44291	07/27/2012	1055375	8/26/2014
ILLUME	Korea	Illume Holding Company, LLC	41-2013-16289	07/27/2012	308900	1/5/2015
ILLUME	Madrid Protocol Countries: Australia China EU Japan Singapore	Illume Holding Company, LLC	A0008802	07/09/2007	943725	7/9/2007
ILLUME	Singapore (Madrid)	Illume Holding Company, LLC	943725	08/28/2008	943725 (Singapore Reg. No. T08/13287 C)	7/9/2007
ILLUME	Taiwan	Illume Holding Company, LLC	099004286	01/28/2010	1450864	1/16/2011

Mark	Jurisdiction	Credit Party	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ILLUME	UAE	Illume Holding Company, LLC	123195	12/01/2008	107615	12/01/2008
ILLUME	United Kingdom	Illume Holding Company, LLC	2255311	12/8/2000	2255311	12/7/2001
	Korea	Illume Holding Company, LLC	41-2013-16292	7/27/2012	308901	1/5/2015
	Korea	Illume Holding Company, LLC	40-2013-44286	7/27/2012	1089955	2/26/2015
	Korea	Illume Holding Company, LLC	70-2014-0000097	2/25/2014	1089955	2/26/2015
MODERN NATURALS	U.S.A.	Illume Holding Company, LLC	77/882,483	11/30/2009	4,088,420	1/17/2012
MODERN NATURALS	U.S.A.	Illume Holding Company, LLC	77/882,504	11/30/2009	3,945,435	4/12/2011
MODERN NATURALS	U.S.A.	Illume Holding Company, LLC	77/981,295	11/30/2009	3,945,983	4/12/2011
MODERN NATURALS	U.S.A.	Illume Holding Company, LLC	77/882,550	11/30/2009	4,006,871	8/2/2011
MOMENTARY ESCAPE	U.S.A.	Illume Holding Company, LLC	86/244,952	4/7/2014		
MOMENTARY ESCAPE	Australia (Madrid)	Illume Holding Company, LLC	A0045025	9/12/2014 (priority date 4/7/14)	1233058	9/12/2014 (grant of protection issued 4/29/2015)
MOMENTARY ESCAPE	Canada	Illume Holding Company, LLC	1,693,996	9/16/2014 (priority date 4/7/14)		
MOMENTARY ESCAPE	China (Madrid)	Illume Holding Company, LLC	A0045025	9/12/2014 (priority date 4/7/14)	1233058	9/12/2014 (grant of protection issued 11/11/2015)
MOMENTARY ESCAPE	European Community (Madrid)	Illume Holding Company, LLC	A0045025	9/12/2014 (priority date 4/7/14)	1233058	9/12/2014 (grant of protection issued 12/1/2015)
MOMENTARY ESCAPE	Japan (Madrid)	Illume Holding Company, LLC	A0045025	9/12/2014 (priority date 4/7/14)	1233058	9/12/2014 (grant of protection issued 6/18/2015)
MOMENTARY ESCAPE	Madrid Protocol Countries: Australia, China, European Community, Japan, Russia	Illume Holding Company, LLC	A0045025	9/12/2014 (priority date 4/7/14)	1233058	9/12/2014 (grant of protection issued 2/11/2016)

Mark	Jurisdiction	Credit Party	Appl. No.	Appl. Date	Reg. No.	Reg. Date
MOMENTARY ESCAPE	Russia (Madrid)	Illume Holding Company, LLC	A0045025	9/12/2014 (priority date 4/7/14)	1233058	9/12/2014
MOMENTARY ESCAPE	Taiwan	Illume Holding Company, LLC	103053619	9/17/2014 (priority date 4/7/14)	1716434	7/1/2015
NOBLE CURRANT	U.S.A.	Illume Holding Company, LLC	86/401,861	9/22/2014	4692625	2/24/2015
NOBLE CURRANT	U.S.A.	Illume Holding Company, LLC	86/401,865	9/22/2014	4692626	2/24/2015
NOBLE CURRANT	Australia (Madrid)	Illume Holding Company, LLC	A0049014	3/12/2015 (priority date 9/22/14)	1268390	3/12/2015 (grant of protection issued 1/19/2016)
NOBLE CURRANT	Canada	Illume Holding Company, LLC	1719219	3/13/2015 (priority date 9/22/14)		
NOBLE CURRANT	China (Madrid)	Illume Holding Company, LLC	A0049014	3/12/2015 (priority date 9/22/14)		
NOBLE CURRANT	European Community (Madrid)	Illume Holding Company, LLC	A0049014	3/12/2015 (priority date 9/22/14)		
NOBLE CURRANT	Hong Kong	Illume Holding Company, LLC	303333302	3/17/2015 (priority date 9/22/14)	303333302	3/17/2015 (certificate issued 10/14/2015)
NOBLE CURRANT	Japan (Madrid)	Illume Holding Company, LLC	A0049014	3/12/2015 (priority date 9/22/14)		
NOBLE CURRANT	Madrid Protocol Countries: Australia, China, European Community, Japan, S. Korea, Russia, Singapore	Illume Holding Company, LLC	A0049014	3/12/2015 (priority date 9/22/14)	1268390	3/12/2015
NOBLE CURRANT	Russia (Madrid)	Illume Holding Company, LLC	A0049014	3/12/2015 (priority date 9/22/14)		
NOBLE CURRANT	S. Korea (Madrid)	Illume Holding Company, LLC	A0049014	3/12/2015 (priority date 9/22/14)		

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NOBLE CURRANT	Singapore (Madrid)	Illume Holding Company, LLC	A0049014	3/12/2015 (priority date 9/22/14)		
NOBLE CURRANT	Taiwan	Illume Holding Company, LLC	104013908	3/16/2015 (priority date 9/22/14)		
NOBLE CURRANT	UAE	Illume Holding Company, LLC	231057	4/16/2015		
NOBLE CURRANT	UAE	Illume Holding Company, LLC	231058	4/16/2015		
PURE CLEAN SOY	U.S.A.	Illume Holding Company, LLC	86/343,304	7/21/2014	4852910	11/10/2015
PURE CLEAN SOY	Canada	Illume Holding Company, LLC	1707474	12/17/2014		
PURE SCENTS	U.S.A.	Illume Holding Company, LLC	86/797,917	10/23/2015		
PURE SCENTS	U.S.A.	Illume Holding Company, LLC	86/797,918	10/23/2015		
SIGNATURE SOY	U.S.A.	Illume Holding Company, LLC	86/244,963	4/7/2014	4818876	9/22/2015
SIGNATURE SOY	Canada	Illume Holding Company, LLC	1,687,141	7/28/2014		
	U.S.A.	Illume Holding Company, LLC	86/351,038	7/29/2014	4828370	10/6/2015
	Canada	Illume Holding Company, LLC	1,687,142	7/28/2014		
	Canada	Illume Holding Company, LLC	1,687,143	7/28/2014		
	Canada	Illume Holding Company, LLC	1,687,144	7/28/2014		
SPRING'S EDEN	U.S.A.	Illume Holding Company, LLC	86/125,496	11/21/2013	4700937	3/10/2015
SPRING'S EDEN	U.S.A.	Illume Holding Company, LLC	86/125,503	11/21/2013	4700938	3/10/2015
SPRINKLE & BLOOM	U.S.A.	Illume Holding Company, LLC	86/330,884	7/8/2014	4814307	9/15/2015
SPRINKLE & BLOOM	Canada	Illume Holding Company, LLC	1707468	12/17/2014		

Mark	Jurisdiction	Credit Party	Appl. No.	Appl. Date	Reg. No.	Reg. Date
	U.S.A.	Illume Holding Company, LLC	86/251,130	4/14/2014		
STARLUME	U.S.A.	Illume Holding Company, LLC	78/323,066	11/4/2003	3,124,295	8/1/2006
TRIED & TRUE	U.S.A.	Illume Holding Company, LLC	86/687,145	7/8/2015		
VELAS DE CASA	U.S.A.	Illume Holding Company, LLC	86/199,671	2/20/2014		
VELAS DE CASA	U.S.A.	Illume Holding Company, LLC	86/199,674	2/20/2014		
VELAS DE CASA	Canada	Illume Holding Company, LLC	1,688,129	8/5/2014 (priority date 2/20/14)		
	U.S.A.	Illume Holding Company, LLC	86/618,642	5/4/2015		
WOODFIRE	U.S.A.	Illume Holding Company, LLC	85/412,945	9/1/2011	4208906	9/18/2012